

15504-V

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD\*  
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CC Washington, D.C.

9-107A027

RECORDATION NO. 15504-V FILED 1423

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

APR 17 1989 - 1 50 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three fully executed copies of a Release Agreement dated as of March 30, 1989, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement dated as of February 11, 1988, as supplemented by a Security Agreement Supplement dated February 11, 1988, which were duly filed and recorded on February 12, 1988 under Recordation Numbers 15504 and 15504-C, respectively, and a Partial Release Agreement dated as of May 9, 1988 (releasing twenty seven (27) Twin-Stack/tm railcars, BN 63935 through 63961, both inclusive) which was duly filed and recorded on June 10, 1988 under Recordation Number 15504-H.

The name and address of the party executing the enclosed document are:

The Bank of California, National Association  
P.O. Box 3121  
Portland, Oregon 97208

A description of the railroad equipment covered by the enclosed document is:

Three (3) Twin-Stack/tm railcars marked and numbered BN 63962 through BN 63964, both inclusive.

Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

CT. Kappler  
C. Deery

APR 17 1 43 PM '89  
NOTICE OPERATING UNIT


Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
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Kindly return two stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Release Agreement dated as of March 30, 1989 covering three (3) Twin-Stack/tm railcars, BN 63962 - BN 63964, which together with a Partial Release Agreement dated as of May 9, 1988 covering BN 63935 - BN 63961 (Recordation Number 15504-H) fully releases Security Agreement Supplement dated February 11, 1988 (Recordation Number 15504-C).

Very truly yours,

  
Charles T. Kappler

Enclosures

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## INTERSTATE COMMERCE COMMISSION

## RELEASE AGREEMENT

This Release Agreement is made as of this 30<sup>th</sup> day of March, 1989, by The Bank of California, National Association ("Lender") in favor of Greenbrier Leasing Corporation, a Delaware corporation ("Lessor").

## RECITALS

A. Pursuant to a Revolving Credit Agreement dated as of February 11, 1988 between Lender and Lessor, Lender has made a loan to Lessor. To secure payment of the Loan and certain other amounts, Lessor executed and delivered to Lender a Security Agreement Supplement dated as of February 11, 1988 (this supplements the Security Agreement dated February 11, 1988 and are collectively known as the "Security Agreement"), pursuant to which Lessor assigned, granted and pledged to Lender a security interest in the Equipment and the Leases (both as defined in the Security Agreement).

B. The Security Agreement Supplement covering Thirty (30) stockcars bearing reporting marks BN63935 through BN63964, inclusive was filed for record in the offices of the Interstate Commerce Commission in Washington, D.C. on February 12, 1988 at 1:05 p.m. and was assigned recordation number 15504-C.

C. Lessor has paid in full the principal and interest under the Loan.

NOW THEREFORE, Lender agrees as follows:

(1) Lender acknowledges that Borrower has fully paid its obligations under the Loan. Accordingly, Lender hereby absolutely and unconditionally releases and discharges its security interest and any other rights, title or interest which it may have in the Equipment and the Leases and other Collateral (all as defined in the Security Agreement).

(2) Lender agrees that it will execute, acknowledge and deliver such further releases, termination statements, assignments and other further assurances pursuant to this Release Agreement as may be requested by Lessor.

IN WITNESS WHEREOF, Lender has executed this Release Agreement effective as of the date first above written.

THE BANK OF CALIFORNIA,  
NATIONAL ASSOCIATION

By: R. ZagunisName: Robert Zagunis  
Vice President

STATE OF OREGON        )  
                              ) ss.  
County of Multnomah )

On this 30 day of March, 1989, before me Faye Kramer, the undersigned Notary Public, personally appeared Robert Zagunis, personally known to me, proved to me on the basis of satisfactory evidence to be the person who executed the written instrument on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Faye Kramer  
Notary Public for Oregon  
My commission expires: 2-29-93